

THE HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JILLIAN HORMAN, an individual,

Plaintiff,

v.

SUNBELT RENTALS, INC., *et al.*,

Defendants.

Case No. 2:20-cv-00564-TSZ

**PLAINTIFF'S MOTION TO COMPEL
DISCOVERY RESPONSES AND FOR
ATTORNEY'S FEES**

NOTE ON MOTION CALENDAR:
February 19, 2021

I. RELIEF REQUESTED

Pursuant to Federal Rule of Civil Procedure 37(a), Plaintiff Jillian Horman respectfully requests the Court grant Plaintiff's motion to compel Defendant Sunbelt Rentals, Inc. (hereinafter "Sunbelt") to fully produce *all* relevant documents that are responsive to Plaintiff's discovery requests, including relevant electronically stored information that has not yet been produced. Plaintiff also respectfully requests this Court to award of attorney's fees associated with Plaintiff being forced to bring this motion to compel (hereinafter "Motion") and Plaintiff's efforts over the last seven months to obtain the evidence to which Plaintiff was, and continues to be, entitled to.

II. RELEVANT BACKGROUND

Plaintiff Jillian Horman worked as a Driver for Defendant Sunbelt from June 2018 to April

2019. *See* Dkt. # 22 [Am. Compl.], ¶¶ 11-12. Plaintiff repeatedly experienced harassment due to her sex, including being told by District Manager Perry Cook that she was unfit for her job because she is a woman, being punished more severely than a male co-worker for similar incidents, and being ordered by Brent Johnson, her male supervisor, to take her pants off in front of him. *Id.* at ¶¶ 20-21, 67-72, 148-151. In April 2019, Plaintiff requested a disability accommodation related to a diagnosed elevated blood pressure condition and provided a letter from her physician, Kurt Billett, M.D., stating, “For health reasons, [Plaintiff] should not work more than 8 hours per day.” *Id.* at ¶¶ 100-101. Defendant refused to accommodate Plaintiff and fired her. *Id.* at ¶¶ 115, 154. Plaintiff brings claims for disability discrimination, failure to accommodate, retaliation, and hostile work environment on the basis of sex.

On June 4, 2020, the parties submitted their Joint Status Report, in which they agreed to use the Model Protocol for Discovery of Electronically Stored Discovery in Civil Litigation (“ESI Protocol”). Dkt. # 17, §§ 4(C) & 5(I); Declaration of Ada K. Wong (hereinafter “Wong Decl.”), ¶ 2. On June 16, 2020, Plaintiff served her First Interrogatories and Requests for Production to Defendant (hereinafter “Plaintiff’s Discovery Requests”). *Id.*, ¶ 3, Exs. A & B. Interrogatory No. 15, states:

If Defendant SUNBELT RENTALS, INC.’s (including its employees, agents, independent contractors, staff, and/or personnel) had any communications, in any form, with any person (excluding its attorneys), regarding the matters alleged in Plaintiff’s Complaint, state:

- (a) The identity of the person(s) with whom such communications were made;
- (b) What was said to the person(s) identified in subsection (a); and
- (c) The date and form (written or oral) of each such communications.

Id. at Ex. A (*see also* Interrogatory No. 20, inquiring into investigations about Plaintiff’s claims).

Plaintiff’s Requests for Production (“RFP”) include:

REQUEST FOR PRODUCTION NO. 15: Please produce a copy of all documents identified or referenced in, or that describe or contain the communications identified in, Defendant SUNBELT RENTALS, INC.’s answer to Interrogatory No. 15.”

....

REQUEST FOR PRODUCTION NO. 34: “Please produce any and all communications

1 regarding the matters alleged in Plaintiff JILLIAN HORMAN's Complaint between Defendant
2 SUNBELT RENTALS, INC. (including its employees, agents, independent contractors, staff,
and/or personnel) and any person and/or entity, including text messages, emails, letters, etc."

3 See *id.*, Ex. B. Plaintiff's RFP Nos. 7, 20, 22-26, and 33 further specify document categories relating
4 to her firing, complaints, investigations, accommodation requests, and the interactive process. *Id.*

5 Defendant served responses and objections on July 16, 2020, in which it interposed numerous
6 unwarranted boilerplate objections and an incomplete production of 454 pages, about 144 pages of
7 which were e-mails regarding Plaintiff and their attachments. *Id.* at ¶ 5. On August 20, 2020, Plaintiff's
8 counsel sent defense counsel a letter outlining deficiencies in Defendant's responses to Plaintiff's
9 Discovery Requests and requesting to meet and confer. *Id.* at ¶ 6. In response, defense counsel sent a
10 letter on August 26, 2020 repeating its numerous unwarranted boilerplate objections and refusing to
11 supplement its responses. *Id.* at ¶ 7.

12 On October 2, 2020, Plaintiff's counsel sent another letter requesting a discovery conference
13 to discuss deficiencies in Defendant's responses to Plaintiff's Discovery Requests. *Id.* at ¶ 8. On
14 October 8, 2020, counsel met and conferred. Declaration of Jordan T. Wada ("Wada Decl."), ¶ 2.
15 During the call, the parties were only able to agree to three initial search terms for electronically stored
16 information ("ESI"): "Horman," AND "retaliation," discrimination," and "accommodation," with
17 initial custodians of Plaintiff, Perry Cook, Brent Johnson, Kristie Sobota Phelps, Reed Lee, and
18 Mariana Troy, which were the individuals Defendant identified as "likely to have discoverable
19 information that Defendant may use to support its claims or defenses" in its Initial Disclosures. *Id.* at
20 ¶ 3, Ex. F; Wong Decl., Ex. C.

21 On December 3, 2020, Defendant served supplemental responses and objections to Plaintiff's
22 Discovery Requests. Wong Decl., ¶ 10. Defendant's supplemental production contained 56 pages, of
23 which only 19 were e-mails or text messages pursuant to the agreed search terms. These were not fully

responsive to many of Plaintiff's Discovery Requests. *Id.* Defendant did not find this initial ESI search to be an undue burden and has demonstrated its ability to perform such searches.

On January 14, 2021, Plaintiff's counsel scheduled another discovery conference to discuss Defendant's responsive documents and requested full production of all relevant documents. *Id.* at ¶ 11. In another good faith effort to obtain all relevant and responsive documents, Plaintiff requested broadening the scope of ESI search terms based specifically upon language from Defendant's produced documents. *Id.* at Ex. G. Designating a time limitation of six months, from January 1, 2019 through June 30, 2019, Plaintiff proposed the following search terms:

"Jillian"; "Horman" **AND**

- Terminat*; Separat*; Fire*; Quit; Severance; Release; sign*; letter
- Abandon; call; show; notice; noti*
- Blood pressure; Doc*; Physician; BP; letter; note; 8 hr*; 8 hours; Billett; Evergreen*
- Leave; attendance; absence*; Back to work; schedule*
- Reasonable; appointment

"Dispatch*"; "Driver*" **AND**

- Terminat*; Separat*; Fire*; Quit; Severance; Release; sign*; letter
- Abandon; call; show; notice; noti*
- Blood pressure; Doc*; Physician; BP; letter; note; 8 hr*; 8 hours; Billett; Evergreen*
- Leave; attendance; absence*; Back to work; schedule*
- Reasonable; appointment

Id. at Ex. G, pp. 3-4.

Plaintiff also requested further searches pursuant to a similar list of custodians that the parties previously agreed, withdrawing Ms. Phelps and adding Human Resources personnel Vicky Gibson and Margarita Gensler, who were not identified in Defendant's Initial Disclosures, but were revealed to have been involved in Defendant's processes about which Plaintiff brings her legal claims. *Id.*

On January 25, 2021, defense counsel flatly rejected Plaintiff's request for a supplemental ESI search, refusing to conduct *any* further ESI searches. *Id.* at ¶ 12. Defense counsel also refused to agree

1 to *any* additional custodians. *Id.* Defense counsel contended that Plaintiff's only option was to request
 2 the Court's intervention. *Id.* Defendant's current position is in violation of its obligations under Rules
 3 26 and 34. Faced with no other recourse, Plaintiff respectfully requests the Court's intervention.

4 **III. ISSUES PRESENTED**

5 1. Whether the Court should issue an order compelling Defendant to conduct ESI searches
 6 pursuant to Plaintiff's proposed scope and produce all documents responsive to Plaintiff's Discovery
 7 Requests in full compliance with Federal Rules 26 and 34.

8 2. Whether this Court should award Plaintiff reasonable attorney's fees.

9 **IV. EVIDENCE RELIED UPON**

10 In support of this Motion, Plaintiff Jillian Horman relies upon the following:

- 11 1. The Declarations of Ada K. Wong and Jordan T. Wada, and the attachments; and
- 12 2. The files and pleadings herein.

13 **V. AUTHORITY AND ARGUMENT**

14 **A. Legal Principles**

15 "Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's
 16 claim or defense and proportional to the needs of the case." Fed. R. Civ. P. 26(b)(1).¹ Courts construe
 17 relevant information "broadly to encompass any matter that bears on, or that reasonably could lead to
 18 other matter that could bear on, any issue that is or may be in the case." *Oppenheimer Fund, Inc., et*
 19 *al. v. Sanders*, 437 U.S. 340, 351 (1978). The scope of discovery is "particularly broad" in an
 20 employment discrimination case. *Bell v. Lockheed Martin*, 270 F.R.D. 186, 193 (D.N.J. 2010).

21 _____
 22 ¹ When addressing proportionality, courts consider "the importance of the issues at stake in the action, the amount in
 23 controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in
 resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit." *Id.* The
 proportionality factor is not "intended to permit the opposing party to refuse discovery simply by making a boilerplate
 objection that it is not proportional." *Id.*, Cmt to 2015 Amendment.

1 A “party responding to a Rule 34 production request is under an affirmative duty to seek that
 2 information reasonably available to it from its employees, agents, or others subject to its control.” A.
 3 *Farber & Partners, Inc. v. Garber*, 234 F.R.D. 186, 189 (C.D. Cal. 2006). Where a party fails to
 4 respond to discovery, the propounding party “may move for an order compelling . . . production.” Fed.
 5 R. Civ. P. 37(a)(3)(B).² “The party who resists discovery has the burden to show that discovery should
 6 not be allowed, and has the burden of clarifying, explaining, and supporting its objections.” *Cable &*
 7 *Computer Tech., Inc. v. Lockheed Saunders, Inc.*, 175 F.R.D. 646, 650 (C.D. Cal. 1997). A failure to
 8 provide complete responses is treated the same as a failure to respond. Fed. R. Civ. P. 37(a)(4).

9 **B. Defendant Sunbelt Must Produce All Responsive Documents. Plaintiff’s Proposed Search**
 10 **Methodology is Relevant and Proportional to the Needs of the Case**

11 Defendant must comply with its affirmative duty under Rule 34 to seek all responsive
 12 documents within its possession, custody, or control that are relevant to Plaintiff’s claims. Defendant’s
 13 refusal to conduct any further search for responsive documents prompted Plaintiff to propose an
 14 additional ESI search that is calculated to help ensure that all responsive documents are produced.

15 **1. Plaintiff Reasonably Believes Defendant’s Document Production is Incomplete**

16 Plaintiff’s proposed ESI scope is reasonable, proportional, and will lead to the discovery of
 17 additional highly relevant evidence. The initial search terms of “retaliation,” discrimination,” and
 18 “accommodation” revealed e-mails in which Defendant’s employees discussed high-level aspects of
 19 Plaintiff’s claims. For instance, after the initial ESI search, Defendant produced e-mails that continued
 20 a thread between Mr. Johnson, Ms. Troy, Ms. Reed, and Ms. Gibson regarding the drafting of

21 ² Fed. R. Civ. P. 27(a)(3)(A)-(B) provides: “If a party fails to make a disclosure required by Rule 26(a), any other party may
 22 move to compel disclosure and for appropriate sanctions. A party seeking discovery may move for an order compelling an
 23 answer, designation, production, or inspection . . . if . . . a party fails to answer in interrogatory submitted under Rule 33; or
 a party fails to produce documents or fails to respond that inspection will be permitted – or fails to permit inspection – as
 requested under Rule 34.”

1 Plaintiff's termination letter. *See* Wong Decl., Ex. I. Plaintiff's proposed custodians discussed
 2 Plaintiff's medical accommodation request, the decision to deny the request, and Plaintiff's
 3 termination on the same e-mail chains. *See id.* at Exs. I, J, & K. Plaintiff has reason to believe other e-
 4 mail threads were produced incompletely or not at all. For example, an April 10, 2019 e-mail from
 5 HR Territory Director Vicky Gibson states, "[Plaintiff]'s on leave until further notice," but Defendant
 6 did not produce any further e-mails in this thread. *Id.* at Ex. K. Similarly, on April 17, 2019, Ms.
 7 Gibson wrote, "Please send me what we have from her doctor," but again, no further e-mails in this
 8 thread were produced. *Id.* at Ex. L. Plaintiff has shown that additional relevant documents likely exist,
 9 Defendant must search for and produce them, and Plaintiff's proposed ESI search is reasonable.

10 **2. Plaintiff's Proposed Custodians Likely Have Relevant Information**

11 To assist Defendant in locating additional responsive documents, Plaintiff proposed custodians
 12 that were undisputedly involved in Plaintiff's claims. Defendant *itself* identified most of Plaintiff's
 13 proposed custodians as likely having discoverable information regarding Plaintiff's claims in its Initial
 14 Disclosures, and then agreed to use the same individuals as custodians in its initial ESI search. *See*
 15 Wada Decl., Ex. F. Defendant's objections to these custodians are therefore meritless.

16 Defendant also objects to proposed custodians Margarita Gensler and Vicky Gibson, whose
 17 involvement in Plaintiff's claims was revealed in the limited e-mails Defendant produced. Ms. Gibson
 18 was *directly* involved in the handling of Plaintiff's report regarding a hostile work environment, her
 19 request for a medical accommodation, the decision to deny her request for accommodation, and her
 20 firing, and corresponded by e-mail with all other proposed custodians about these events. She reviewed
 21 the conclusion issued following the investigation into Plaintiff's reports of workplace discrimination,
 22 retaliation, and hostile work environment against Manager Johnson, but Defendant has not produced
 23 or searched her documents. *See id.* at Ex. M. Throughout the limited e-mails produced, Ms. Gibson

1 directs and advises Manager Johnson, District Manager Cook, and all other Human Resources
2 employees involved the decision-making. *See id.* at Exs. I, N, O.

3 Benefits Specialist Margarita Gensler was in direct contact with Plaintiff's supervisor about
4 Plaintiff's medical condition and request for an accommodation, as directed by Ms. Gibson. *See Wong*
5 Decl., Ex. P. On April 8, 2019, Ms. Gensler asked HR Generalist Mariana Troy (formerly Stout) to
6 "reach out to Jillian" about leave and to complete an "accommodation request form," *id.* at p. 1, but
7 no further e-mails from Ms. Gensler on this subject were produced. It appears that instead of this
8 "accommodation request form," Ms. Troy sent Plaintiff two *different* forms, which is likely explained
9 in e-mails that were not produced. *Id.* at Exs. J & P. Plaintiff's proposed custodians are well chosen.

10 **3. Plaintiff's Proposed Search Terms Are Relevant, Narrow, and Specific**

11 Plaintiff's proposed supplemental search terms are focused on and specific to her claims. For
12 example, on April 10, 2019, Ms. Troy e-mailed Ms. Gibson and Ms. Gensler, "Lee [Reed] was right
13 and it [sic] the accommodation is related to her blood pressure." *Id.* at Ex. J. However, Defendant did
14 not produce any e-mails in which Ms. Reed discusses "blood pressure," so it is a proposed search term.
15 On April 17, 2019, Ms. Troy e-mailed Plaintiff with six talking points explaining why Defendant
16 would not accommodate her, including use of the terms "leave," "8 hours," "schedule," and stating
17 that Ms. Troy spoke with Plaintiff's physician, "Dr. Billett," *Id.* at Q. No e-mails produced by
18 Defendant explain where Ms. Troy, who frequently asked for direction from Ms. Gibson, *see e.g., id.*
19 at Ex. O, got these talking points, so the key terms she used are proposed search terms. In an e-mail
20 thread with Ms. Reed, Ms. Gibson and Mr. Johnson, Mr. Cook, wrote, "I got approval from Rod to
21 offer a 4 week severance to [Plaintiff]." *Id.* at Ex. R. But "Rod" has only been identified by name and
22 no e-mails between Rod and Mr. Cook regarding severance were produced. Plaintiff based her specific
23 search terms on Defendant's own use of the terms (and their alternative forms), either in company

1 policies or in its employees' e-mails directly discussing Plaintiff's claims. *See id.* at Exs. I-R.

2 Finally, Plaintiff's discovery requests are properly tailored in time to six months, from January
3 1, 2019 to June 30, 2019. This drastically alleviates any burden alleged by Defendant.

4 Plaintiff is entitled to *all* responsive documents as requested in Plaintiff's Discovery Requests.
5 Whether Defendant chooses to cooperate with Plaintiff through the ESI Protocol or undertake its
6 affirmative duty to conduct a reasonable search and produce all relevant documents itself, it must meet
7 its duties under Rule 34. Plaintiff's proposed ESI search for documents with relevant custodians and
8 search terms directly related to Plaintiff's disability discrimination, failure to accommodate,
9 retaliation, and hostile work environment claims is proportional to the needs in this case, is necessary
10 for Plaintiff to prove her case, and places no undue or burden on Defendant where it has already
11 demonstrated the ability to perform such searches. Plaintiff has the burden of proof and her ability to
12 do so is obstructed by Defendant's outright refusal to produce relevant documents.

13 **C. Defendant Sunbelt's Refusal to Permit Further ESI Discovery is Contrary to Federal**
14 **Rules and ESI Model Protocol**

15 The subject matter of this motion and procedures for the type of relief Plaintiff requests have
16 been clearly set forth in the Federal Rules and ESI Protocol, which work in tandem in this jurisdiction.
17 *See Albert v. Lab. Corp. of Am.*, Case No. C19-510-RAJ-MLP at *5 (W.D. Wash. Jan. 31, 2020). A
18 party's obligation under Rule 34 to conduct a reasonable search for responsive documents can be
19 accomplished several ways, including using ESI Protocol. As the Western District of Washington has
20 explained, "the obligation to respond to discovery requests is not supplanted by the ESI Agreement.
21 The ESI Agreement is one tool to help the parties identify relevant, responsive information that has
22 been stored electronically and is proportional to the needs of the case." *Id.* at *4; *see also Ball v.*
23 *Manalto, Inc.*, Case No. C16-1523 RSM at *7 (W.D. Wash. May. 5, 2017) (ordering ESI production

1 of all e-mails sent to or from the plaintiff and all relevant custodians' e-mails mentioning him).

2 Where ESI is concerned, the "parties are expected to meet and confer about custodians of
3 relevant ESI, date ranges for searches of ESI, and other search parameters." *Brown v. Barnes & Noble,*
4 *Inc.*, 2019 WL 7168146, at *3 (S.D.N.Y. Dec. 23, 2019) (citing Fed. R. Civ. P. 1 and 26(f)). "[F]or
5 keyword searching to be an effective informational retrieval tool, the process of crafting keywords
6 must be a cooperative one." *L-3 Commc'ns Corp. v. Sparton Corp.*, 313 F.D.R. 661, 667 (M.D. Fla.
7 2015). If Defendant believes search terms are overly burdensome, it must "offer specific suggestions
8 for narrowing the offending search terms in a way that addresses their concerns while still retrieving
9 as many of the relevant documents targeted by the disputed search terms as possible." *Id.* at 670 (citing
10 Fed. R. Civ. P. 37(a)(1)).

11 The ESI Protocol echoes the Federal Rules by mandating the producing party to "search non-
12 custodial data sources, emails, and other ESI maintained by the [relevant] custodians" and to "search
13 non-custodial data sources, emails, and other ESI maintained by the [relevant] custodians." ESI
14 Protocol, § (E)(2)(c). Further, "[p]arties shall try to reach agreement on appropriate search terms," and
15 it after the producing party discloses its search terms, the requesting party is then entitled to input
16 on *additional* search terms to use in finding relevant documents. *Id.* at § (E)(2)(a)-(b).

17 Plaintiff has, in good faith, attempted to work with Defendant for a reasonable search terms
18 and custodians in compliance with Rule 37(a)(1)(A) and Local Rule 37(a)(1). Plaintiff has sent three
19 letters and engaged in multiple meet and confer calls regarding this issue. After agreeing on the first
20 three initial search terms, Defendant has repeatedly rejected Plaintiff's efforts and refused to agree to
21 even one term or custodian. Defendant has made clear Plaintiff's only option is to involve the Court.

22 Plaintiff's proposals are supported by Rule 34 and is substantially similar to the approach set
23 forth in the ESI Protocol. After defendant refused to produce further responsive documents on its own,

1 Plaintiff, in good faith, agreed to three search terms as a reasonable *first step* calculated to target some,
 2 but not all, relevant documents. Defendant provides no reason for not engaging in another search for
 3 specific terms and custodians besides broadly claiming undue burden. Meanwhile, Defendant's
 4 production of a modest number of documents using the initial three search terms has revealed new
 5 information, including additional e-mails on previously incompletely-produced e-mail threads, and
 6 the terminology used by Defendant's employees to discuss Plaintiff's claims. This establishes a high
 7 probability of the existence of other relevant documents responsive to Plaintiff's Discovery Requests.

8 In an effort to target all responsive, relevant documents, Plaintiff proposed additional specific
 9 terms and custodians. The ESI Protocol explicitly anticipates this approach by addressing the need for
 10 additional ESI searches to find relevant documents, § (E)(2)(a)-(b). Despite agreeing to follow the ESI
 11 Protocol, Defendant has refused to cooperate or discuss any further agreement regarding additional
 12 search terms and custodians. Defendant's refusal to engage in a cooperative discussion conflicts with
 13 its obligation under Rule 37(a)(1). *See L-3 Commc'ns Corp.*, 313 F.D.R. at 670. If Defendant contends
 14 that Plaintiff's proposed ESI search imposes an undue burden, the company is required to make a good
 15 faith effort to come to a reasonable solution. Defendant has refused to do so.

16 Defendant's obstinate imposition of an arbitrary three-term cap on discovery is not only
 17 contrary to the Federal Rules and ESI Protocol, but it also jeopardizes Plaintiff's right to relevant
 18 discovery in this case. *See L-3 Commc'ns Corp.*, 313 F.D.R. at 667; *see also Ingrid & Isabel, LLC v.*
 19 *Baby Be Mine, LLC*, 2014 WL 1338480 (ordering defendants to produce electronically stored media
 20 to plaintiff's experts, noting that defendant's use of seven narrow search terms was "obviously
 21 deficient"). Unless this Court intervenes, Defendant's refusal to comply with the Federal Rules and
 22 ESI Protocol will deprive Plaintiff of her ability to prove her employment discrimination claims.

23 **D. Reasonable Attorney's Fees are Appropriate**

1 Rule 37 mandates an award of reasonable fees and costs to a party forced to file a motion to
2 compel, absent limited circumstances. If the Court grants the motion, an award of fees is mandatory:

3 If the motion is granted—or if the disclosure or requested discovery is provided after the
4 motion was filed—the court must, after giving an opportunity to be heard, require the party or
5 deponent whose conduct necessitated the motion, the party or attorney advising that conduct,
6 or both to pay the movant's reasonable expenses incurred in making the motion, including
7 attorney's fees....

8 Fed. R. Civ. P. 37(a)(5).

9 Defendant's failure to comply with the Federal Rules and ESI Protocol as agreed to in the
10 parties' Joint Status Report necessitated the filing of this Motion. Plaintiff has made a good faith effort
11 to obtain the discovery responses without this Court's involvement. This Motion would not have been
12 necessary if Defendant attempted to come to a reasonable agreement regarding ESI search
13 methodology beyond three initial terms rather than forcing Plaintiff to seek recourse with the Court to
14 ensure all relevant and discoverable documents are produced. Thus, Plaintiff requests reasonable
15 attorney's fees for being forced to bring this Motion.

16 VI. CONCLUSION

17 Defendant's continued refusal to cooperate has clearly obstructed the discovery process.
18 Courts routinely reject this type of gamesmanship, and this Court should not allow it here. Plaintiff
19 respectfully requests this Court to compel Defendant to produce all documents responsive to Plaintiff's
20 Discovery Requests and communications relevant to Plaintiff's claims, including by adopting
21 Plaintiff's search methodology, and to be awarded her reasonable attorney's fees for this Motion.

22 VII. CERTIFICATE OF COMPLIANCE WITH LCR 37(a)(1)

23 Plaintiff's Counsel met and conferred on January 25, 2021 regarding Defendant Sunbelt's
proposed ESI custodians and search terms. *See* Wong Decl., ¶ 12, Ex. H.

1 **DATED** February 4, 2021.

2 **AKW LAW, P.C.**

3 /s/ Ada K. Wong

4 Ada K. Wong, WSBA #45936

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CERTIFICATE OF SERVICE

I hereby certify that on February 4, 2021, I caused to be electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

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I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

DATED: February 4, 2021, at Mountlake Terrace, Washington.

/s/ Kaila A. Eckert

Kaila A. Eckert